

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.05-186**  
**ANNUAL REQUIREMENTS FOR**  
**COMMERCIAL CLEANING SERVICES**  
**FOR THE LINCOLN CITY LIBRARIES**

**DATE:** September 21, 2005

**CONTRACT PERIOD:** 09/01/05 through 08/31/06

**CONTRACTOR:** X-Tra Kleen Inc.  
238 S. 19<sup>th</sup> St.  
Lincoln, NE 68510

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Goran Gligorevic  
**Telephone No.:** 402-438-2857  
**FAX No.:** 402-438-7699  
**E-Mail Address:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**As per contract dtd 09/01/05 attached**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # none  
Dated: N/A

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**COMMERCIAL CLEANING SERVICES  
FOR THE LINCOLN CITY LIBRARIES**

**AS PER SPECIFICATION 05-186**

**Contractor:  
X-Tra Kleen  
640 South 20<sup>th</sup> St., #D1  
Lincoln, NE 68510  
402-438-2857**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 1st day of September 2005, by and between X-Tra Kleen, 640 S. 20<sup>th</sup> St., #D1, Lincoln, NE 68510 hereinafter called contractor, and the Lincoln City Libraries, an agency within the City of Lincoln, hereinafter called the Library.

WITNESS, that:

WHEREAS, the Library has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Commercial Cleaning Services for the Lincoln City Libraries. Spec. 05-186**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Library, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the Library, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the Library have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the Library's award of this Contract to the Contractor, such award being based on the acceptance by the Library of the Contractor's Proposal, or part thereof, as follows:

The Library agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Library:

**Annual Total of \$106,092.00 for all branches. (See attached price proposal.)**

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. **The Term of Agreement is for one year, starting September 1, 2005 through August 31, 2006 with the option to renew for two (2) additional one-year periods as per Specification 05-186.**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Library hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Library do hereby execute this contract.

### EXECUTION BY THE LINCOLN CITY LIBRARIES

ATTEST:

LINCOLN CITY LIBRARIES

\_\_\_\_\_  
Library Board Chairman

dated \_\_\_\_\_

### EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Josann Glogner (SEAL)

X-TRA KLEEN INC  
Name of Corporation

640 So. 20TH ST. # D-1  
(Address) LINCOLN NE 68510

By: Josann Glogner  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

Company Name X-TRA KLEEN IN

## Bid Proposal Request Specification #05-186

### ANNUAL REQUIREMENTS, COMMERCIAL CLEANING FOR THE LINCOLN CITY LIBRARIES

BIDS DUE: 12:00 NOON  
DATE: Wednesday, August 3, 2005

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number 1 through      is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned summiteer, having full knowledge of the requirements of The City of Lincoln/Lincoln City Library Board for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the Lincoln City Library Board for the consideration of the amount set forth in the following price schedule:

1. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:

1.1 Annual Bid - September 1, 2005 - August 31, 2006

	Monthly Invoice	ANNUAL
Bennett Martin Public Library	\$ <u>2,520.00</u>	\$ <u>30,240.00</u>
Victor E. Anderson Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Loren Corey Eiseley Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Charles H. Gere Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Bess Dodson Walt Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Bethany Branch	\$ <u>588.00</u>	\$ <u>7,056.00</u>
South Branch	\$ <u>588.00</u>	\$ <u>7,056.00</u>
Arnold Heights Branch	\$ <u>441.00</u>	\$ <u>5,292.00</u>
GRAND TOTAL		\$ <u>106,092.00</u>

Monthly invoice column x 12 should equal annual amount, grand total is total of the annual column.

Company Name X-TRA KLEEN INC.

2. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:

Annual Bid - September 1, 2006 - August 31, 2007 - Year two (2)

	Monthly Invoice	ANNUAL
Bennett Martin Public Library	\$ <u>2,520.00</u>	\$ <u>30,240.00</u>
Victor E. Anderson Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Loren Corey Eiseley Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Charles H. Gere Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Bess Dodson Walt Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Bethany Branch	\$ <u>588.00</u>	\$ <u>7,056.00</u>
South Branch	\$ <u>588.00</u>	\$ <u>7,056.00</u>
Arnold Heights Branch	\$ <u>441.00</u>	\$ <u>5,292.00</u>
<b>GRAND TOTAL</b>		\$ <u>106,092.00</u>

Monthly invoice column x 12 should equal annual amount, grand total is total of the annual column.

3. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:

Annual Bid - September 1, 2007 - August 31, 2008 - Year three (3)

	Monthly Invoice	ANNUAL
Bennett Martin Public Library	\$ <u>2,520.00</u>	\$ <u>30,240.00</u>
Victor E. Anderson Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Loren Corey Eiseley Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Charles H. Gere Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Bess Dodson Walt Branch	\$ <u>1,176.00</u>	\$ <u>14,112.00</u>
Bethany Branch	\$ <u>588.00</u>	\$ <u>7,056.00</u>
South Branch	\$ <u>588.00</u>	\$ <u>7,056.00</u>
Arnold Heights Branch	\$ <u>441.00</u>	\$ <u>5,292.00</u>
<b>GRAND TOTAL</b>		\$ <u>106,092.00</u>

Monthly invoice column x 12 should equal annual amount, grand total is total of the annual column.

NOTE: RETURN 2 COMPLETE COPY OF BID OFFER AND SUPPORTING MATERIAL  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 05-186

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

X-TRA KLEEN INC

COMPANY NAME

238 SOUTH 19<sup>TH</sup> ST.

STREET ADDRESS or P.O. BOX

LINCOLN NE 68510

CITY, STATE

ZIP CODE

(402) 438-2857

TELEPHONE NO.

(402)-438-7699

FAX NO.

BY (Signature)

GORAN GLIGOREVIC

(Print Name)

OWNER

(Title)

08-03-2005

(Date)

EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, INCLUDE WITH YOUR BID A STAMPED SELF ADDRESSED ENVELOPE.



# Nebraska Resale or Exempt Sale Certificate

FORM

13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name X-Tra Kleen		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 640 S. 20th St., #D1		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68510
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by purchaser.					

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

## SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_  
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental or lease in the normal course of our business, either in the  
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor  
of \_\_\_\_\_  
Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_

## SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05 -

If exemption category 5 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

## SECTION C — For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from  
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

### 2. Purchases of Contractor Labor for Resale:

☐ As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales  
tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01-

### 3. Purchases Made Under Purchasing Agent Appointment:

☐ Pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases  
of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in  
the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the  
Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the  
tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase  
made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my  
knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent  
TitleAugust 24, 2005  
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.



## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an **attached** purchasing agent appointment. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** The Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

**WHEN NO NUMBER IS REQUIRED.** Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

**CATEGORIES OF EXEMPTION.** Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 5 is the basis for exemption, you must complete the information requested in Section B.

## CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district; the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.  
  
Purchases that are NOT exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.
2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.